

WALLER LANSDEN DORTCH & DAVIS

A PROFESSIONAL LIMITED LIABILITY COMPANY

NASHVILLE CITY CENTER
511 UNION STREET, SUITE 2100
POST OFFICE BOX 198966

NASHVILLE, TENNESSEE 37219-8966

(615) 244-6380

FAX: (615) 244-6804

www.wallerlaw.com

WALLER LANSDEN DORTCH & DAVIS, LLP
AFFILIATED WITH THE PROFESSIONAL LIMITED LIABILITY COMPANY
520 SOUTH GRAND AVENUE, SUITE 675
LOS ANGELES, CALIFORNIA 90071
(213) 362-3680

WALLER LANSDEN DORTCH & DAVIS
A PROFESSIONAL LIMITED LIABILITY COMPANY
809 SOUTH MAIN STREET
POST OFFICE BOX 1035
COLUMBIA, TENNESSEE 38402-1035
(931) 388-6031

Kristin Murphy Coile
(615) 313-0198
kmcoile@wallerlaw.com

December 5, 2001

VIA HAND DELIVERY

Mr. K. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37219

Re: *Petition for Approval of an Interconnection Agreement
between BellSouth Telecommunications, Inc. and
Memphis Networx, LLC/Docket No. 01-00806*

Dear Mr. Waddell:

Please find enclosed for filing fourteen (14) copies of an amendment to the Interconnection Agreement concerning Unbundled Network Element Combinations in this docket. The original amendment will be filed under separate cover.

If you have any questions please do not hesitate to contact me. Thank you.

Sincerely,

Kristin M. Coile
Kristin Murphy Coile

KMC/sl
enclosures

cc: Guy M. Hicks, Esq.
Ward Huddleston, Jr.
D. Billye Sanders, Esq.

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REGULATORY AUTH.
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OFFICE OF THE
EXECUTIVE SECRETARY

Amendment to the Interconnection Agreement
By and Between BellSouth Telecommunications, Inc.
And Memphis Networkx, LLC
Dated June 19, 2001

This Agreement refers to the Interconnection Agreement ("the Agreement") entered into by Memphis Networkx, LLC ("Memphis Networkx") and BellSouth Telecommunications, Inc. ("BellSouth") on June 19, 2001. This Amendment ("Amendment") is made by and between Memphis Networkx and BellSouth and shall be deemed effective on the date executed by Memphis Networkx and BellSouth.

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Memphis Networkx and BellSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

1. The Parties hereby mutually agree to delete Section 5 of Attachment 2 of the Agreement and replace them with the new Section 5 below:

- 5 Unbundled Network Element Combinations
- 5.1 Unbundled Network Element Combinations shall include: 1) Enhanced Extended Links (EELs); 2) Other Non-Switched Transport Combinations; 3) UNE Loop/Special Access Combinations; and 4) UNE Loop/Port Combinations.
- 5.2 For purposes of this Section, references to "Currently Combined" network elements shall mean that such network elements are in fact already combined by BellSouth in the BellSouth network to provide service to a particular end user at a particular location.
- 5.3 Enhanced Extended Links (EELs)
- 5.3.1 Where facilities permit and where necessary to comply with an effective FCC and/or State Commission order, or as otherwise mutually agreed by the Parties, BellSouth shall offer access to loop and transport combinations, also known as the Enhanced Extended Link ("EEL") as defined in Section 5.3.2 below.
- 5.3.2 Subject to Section 5.3.4 below, BellSouth will provide access to the EEL in the combinations set forth in Section 5.3.5 following. Memphis Networkx shall provide to BellSouth a letter certifying that Memphis Networkx is providing a significant amount of local exchange service (as described in Sections 5.3.7.2, 5.3.7.3, 5.3.7.4, or 5.3.7.5) over such combinations. This offering is intended to provide connectivity from an end user's location through that end user's SWC to Memphis Networkx's POP serving wire center. The circuit must be connected to Memphis Networkx's switch for the purpose of provisioning telephone exchange service to Memphis Networkx's end-user customers. The EEL will be connected to Memphis Networkx's facilities in Memphis Networkx's collocation space at the POP SWC, or Memphis Networkx may purchase BellSouth's access facilities between Memphis Networkx's POP and Memphis Networkx's collocation space at the POP SWC.
- 5.3.3 When ordering EEL combinations, Memphis Networkx shall provide to BellSouth a letter certifying that Memphis Networkx will provide a significant amount of local exchange service over the requested combination, as described in Section 5.3.6 below, and shall indicate under what local usage option Memphis Networkx seeks to qualify. Memphis Networkx shall be deemed to be providing a significant amount of local exchange service if one of the three (3) options set forth in Sections 5.3.7.2

through 5.3.7.4 is met. BellSouth shall have the right to audit Memphis Networkx's records to verify that Memphis Networkx is meeting the applicable local usage requirements. Such audit shall comply with the terms of Section 5.3.7.6 of this Attachment.

5.3.4 BellSouth shall provide EEL combinations to Memphis Networkx in Tennessee regardless of whether or not such EELs are Currently Combined. In Mississippi, BellSouth shall make available to Memphis Networkx those EEL combinations described in Section 5.3.5 below only to the extent such combinations are Currently Combined. Furthermore, BellSouth will make available new EEL combinations to Memphis Networkx in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999, in the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs. Except as stated above, EELs will be provided to Memphis Networkx only to the extent such network elements are Currently Combined.

5.3.5 EEL Combinations

5.3.5.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop

5.3.5.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop

5.3.5.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop

5.3.5.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop

5.3.5.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop

5.3.5.6 DS1 Interoffice Channel + DS1 Local Loop

5.3.5.7 DS3 Interoffice Channel + DS3 Local Loop

5.3.5.8 STS-1 Interoffice Channel + STS-1 Local Loop

5.3.5.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop

5.3.5.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop

5.3.5.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop

5.3.5.12 4-wire VG Interoffice Channel + 4-wire VG Local Loop

5.3.5.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop

5.3.5.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

5.3.6 To order EELs Memphis Networkx must meet the requirements in Section 5.3.7.2 or 5.3.7.3.

5.3.7 Special Access Service Conversions

5.3.7.1 Memphis Networkx may not convert special access services to combinations of loop and transport network elements, whether or not Memphis Networkx self-provides its entrance facilities (or obtains entrance facilities from a third party), unless Memphis Networkx uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent Memphis Networkx requests to convert any special access services to combinations of loop and transport network elements at UNE prices, Memphis Networkx shall provide to BellSouth a letter certifying that Memphis Networkx is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification letter shall also indicate under

what local usage option Memphis Networkx seeks to qualify for conversion of special access circuits. Memphis Networkx shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:

5.3.7.2

Memphis Networkx certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at Memphis Networkx's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, Memphis Networkx is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. Memphis Networkx can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic; or

5.3.7.3

Memphis Networkx certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet these criteria. The loop-transport combination must terminate at Memphis Networkx's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or

5.3.7.4

Memphis Networkx certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50 percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet these criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. Memphis Networkx does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.

5.3.7.5

In addition, there may be extraordinary circumstances where Memphis Networkx is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Section 5.3.7. In such case, Memphis Networkx may petition the FCC for a waiver of the local usage options set forth in the June 2, 2000 Order. If a waiver is granted, then upon Memphis Networkx's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.

5.3.7.6

BellSouth may at its sole discretion audit Memphis Networkx records in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. The audit shall be conducted by a third party independent auditor, and Memphis Networkx shall be given thirty days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year, unless results of an audit find noncompliance with the significant amount of local exchange service

requirement. In the event of noncompliance, Memphis Networkx shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that Memphis Networkx is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from Memphis Networkx.

5.3.7.7 Memphis Networkx may convert special access circuits to combinations of loop and transport UNEs pursuant to the terms of this Section and subject to the termination provisions in the applicable special access tariffs, if any.

5.3.8 Rates

5.3.8.1 Tennessee

5.3.8.1.1 The non-recurring and recurring rates for the EEL Combinations of network elements set forth in 5.3.4, whether Currently Combined or new, are as set forth in Exhibit C of this Attachment.

5.3.8.1.2 For combinations of loop and transport network elements not set forth in Section 5.3.5, where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination.

5.3.8.1.3 To the extent that Memphis Networkx seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, Memphis Networkx, at its option, can request that such rates be determined pursuant to the BFR/NBR process set forth in this Agreement.

5.3.8.2 Mississippi

5.3.8.2.1 Subject to the preceding sections, for all other states, the non-recurring and recurring rates for the Currently Combined EEL combinations set forth in Section 5.3.5 and other Currently Combined network elements will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Exhibit C of this Attachment.

5.3.9 Multiplexing

5.3.9.1 Where multiplexing functionality is required in connection with loop and transport combinations, such multiplexing will be provided at the rates and on the terms set forth in this Agreement.

5.4 Other Non-Switched Combinations

5.4.1 In the states of Tennessee, BellSouth shall make available to Memphis Networkx, in accordance with Section 5.4.2.1 below: (1) combinations of network elements other than EELs that are Currently Combined; and (2) combinations of network elements other than EELs that are not Currently Combined but that BellSouth ordinarily combines in its network. In Mississippi, BellSouth shall make available to Memphis Networkx, in accordance with Section 5.4.2.2 below, combinations of network elements other than EELs only to the extent such combinations are Currently Combined.

- 5.4.2 Rates
- 5.4.2.1 Tennessee
 - 5.4.2.1.1 The non-recurring and recurring rates for Other Network Element combinations, whether Currently Combined or new, are as set forth in Exhibit C of this Attachment.
 - 5.4.2.1.2 For Other Network Element combinations where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements that make up the combination.
 - 5.4.2.1.3 To the extent that Memphis Networkx seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, Memphis Networkx, at its option, can request that such rates be determined pursuant to the BFR/NBR process set forth in this Agreement.
- 5.4.2.2 Mississippi
 - 5.4.2.2.1 For all other states, the non-recurring and recurring rates for the Other Network Element Combinations that are Currently Combined will be the sum of the recurring rates for the individual network elements plus a non-recurring charge set forth in Exhibit C of this Attachment.
- 5.5 UNE Loop/Special Access Combinations
 - 5.5.1 BellSouth shall make available to Memphis Networkx a new combination of an unbundled loop and tariffed special access interoffice facilities. To the extent Memphis Networkx will require multiplexing functionality in connection with such combination, BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs. The tariffed special access interoffice facilities and any associated tariffed services, including but not limited to multiplexing, shall not be eligible for conversion to UNEs as described in Section 5.3.7.
 - 5.5.2 Rates
 - 5.5.2.1 The non-recurring and recurring rates for UNE/Special Access Combinations will be the sum of the unbundled loop rates as set forth in Exhibit C and the interoffice transport rates and multiplexing rates as set forth in the Access Services Tariff.
- 5.6 UNE Port/Loop Combinations
 - 5.6.1 Combinations of port and loop unbundled network elements along with switching and transport unbundled network elements provide local exchange service for the origination or termination of calls. Port/ loop combinations support the same local calling and feature requirements as described in the Unbundled Local Switching or Port section of this Attachment 2 and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.
 - 5.6.2 BellSouth shall make available UNE port/loop combinations, regardless of whether such combinations are Currently Combined, so long as such combinations are ordinarily combined in BellSouth's network.
 - 5.6.2.1 Except as set forth in section 5.6.3 below, in Tennessee, BellSouth shall provide UNE port/loop combinations that are ordinarily combined in

BellSouth's network, regardless of whether such combinations are Currently Combined at the cost-based rates in Exhibit C.

5.6.2.2 In Mississippi, BellSouth shall provide UNE port/loop combinations that are not Currently Combined but that are ordinarily combined in BellSouth's network at the market rates in Exhibit C.

5.6.2.3 In Mississippi, BellSouth shall provide UNE port/loop combinations that are Currently Combined at the cost-based rates in Exhibit C.

5.6.3 BellSouth is not required to provide combinations of port and loop network elements on an unbundled basis in locations where, pursuant to FCC rules, BellSouth is not required to provide circuit switching as an unbundled network element.

5.6.3.1 BellSouth shall not be required to provide local circuit switching as an unbundled network element in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999 of the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs to Memphis Network if Memphis Network's customer has 4 or more DS0 equivalent lines.

5.6.3.2 Notwithstanding the foregoing, BellSouth shall provide combinations of port and loop network elements on an unbundled basis where, pursuant to FCC rules, BellSouth is not required to provide local circuit switching as an unbundled network element and shall do so at the market rates in Exhibit C.

5.6.4 Combination Offerings

5.6.4.1 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.4.2 2-wire voice grade Coin port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.4.3 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.4.4 2-wire CENTREX port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.4.5 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.4.6 4-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.4.7 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU,

common transport facilities termination, tandem switching, and tandem trunk port.

5.6.4.8

4-wire DSI Loop with normal serving wire center classification interface, 2-wire voice grade ports (VLC), 2-wire DMD ports, unattended end office switching, unattended end office trunk port, common transport per wire per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

2. All of the other provisions of the Interconnection Agreement shall remain unchanged and in full force and effect.

3. Either or both of the Parties are authorized to submit this Amendment to the appropriate State Public Service Commission or other Regulatory Agencies for approval subject to Section 232 (c) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Memphis Network, LLC

South Telecommunications, Inc.

Robert H. Huddleston
Signature

C. W. Batts
Signature

Robert H. Huddleston Jr.
Name

C. W. Batts
Name

V. P. Carpenter
Title

Managing Director
Title

12/4/01
Date

12-5-01
Date